REMARKS

The Office Action rejects Claims 1, 4-9, 12-18, 21-23, 26-32, and 35-38 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2004/0077332 to Ephraim (hereinafter "Ephraim") in view the publication entitled "Design Issues for Prepaid Data Services" by Francis et al. (hereinafter "Francis") and in further view of U.S. Patent Application Publication No. 2003/0014367 to Tubinis et al. (hereinafter "Tubinis"). The Office Action has rejected Claims 1, 14, 21, 26, and 28 under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. Applicant has amended Claims 1, 14, 21, 26, and 28 such that they are fully compliant with the written description requirement of 35 U.S.C. § 112. The Office Action has further rejected Claim 12 under 35 U.S.C. 112, second paragraph, as not distinctly claiming the subject matter which the Applicant regards as the invention. Claim 12 has been amended to more clearly and distinctly claim the present invention. Accordingly, the rejections in view of the first and second paragraphs of 35 U.S.C. § 112 have been overcome. In view of the following remarks, Applicant respectfully submits that the claims are in condition for allowance.

The Rejection of Independent Claims 1, 9, 14, 23, 28, 30, 32, 37, and 38

Claim 1 recites, *inter alia* "wherein remaining resources to the service groups are reallocated based on a pricing weight of each of the service groups, each pricing weight being defined for the respective service group as a proportion of a sum of the proportional data delivery limits to the initial data delivery limit of the service group, to obtain a new proportional data delivery limit for each service group individually, the new proportional data delivery limits being for use in delivery of data after a service group has exceeded its proportional data delivery limit." The Office Action admits that Ephraim does not distinctly disclose each of these elements and cites Francis and Tubinis to cure the deficiencies.

Specifically, the Office Action cites Tubinis as disclosing that "each pricing weight being defined for the respective service group as a proportion of a sum of the

proportional data delivery limits to the initial data delivery limit of the service group to obtain a new proportional data delivery limit for each service group individually." Applicant respectfully disagrees.

Tubinis is related to a real-time pre-paid charging method which may be applied to a multimedia service. Both a count and a time period may be determined from the account balance and the number of information units exchanged during the service and the duration of the service may be compared against the count and time period, respectively. When a threshold related to a maximum amount of time or a count is reached, or is being approached, the service may notify a user as such and offer the user an opportunity to replenish or "top-up" the account such that service may continue. While the subscriber may be allowed to top-up a prepaid account for a service, a different billing method, for example, postpaid charging, may be applied for the service until the subscriber tops-up or until the opportunity to top-up has elapsed.

The Office Action cites, in particular, paragraph [0194] of Tubinis, as teaching the above claimed feature; however, Applicant respectfully disagrees. Paragraph [0194] indicates that Information Element (IE) 1112 specifies a count metering downlink/uplink ratio to be applied to a count threshold. The term uplink and downlink are connected to the Packet Data Protocol (PDP) context session. Thus, the count metering ratio specifies PDP context downlink packets and PDP context uplink packets. The Service Switching Function (SSF) module may re-allocate the remaining information units between a new downlink count threshold and a new uplink threshold.

Applicant notes that PDP context is per session per user, as supported by the defined uplink and downlink measurement of paragraph [0194] of Tubinis. The limits or thresholds are not related to a service group or pricing weights, but to the amount of data consumed and paid for a service by a user. The number of uplink packets and downlink packets are related by a fixed ratio and do not relate to a "pricing weight." Tubinis recites in paragraph [0194] that "the count metering downlink/uplink ratio specifies the ratio of downlink packets of the PDP context session to the uplink packets of the PDP context session." There is nothing within Tubinis to suggest that the uplink packets and downlink

packets have individual pricing weights. Conversely, Tubinis suggests that uplink packets and downlink packets have equal weight in paragraph [0194] reciting that the "information units" may be allocated and re-allocated to either the downlink count threshold or the uplink count threshold. In addition, Tubinis does not specify multiple service groups that would each have a respective pricing weight. The uplink and downlink packets are each related to a single session of a single service such that multiple service groups are not contemplated by Tubinis.

Further, the main purpose of Tubinis is the ability to "top-up" or replenish an account during a PDP context session which renders the "initial data delivery limit" of Tubinis irrelevant to the "new proportional data delivery limit" when an account of a user of the invention of Tubinis "tops-up" their account with an entirely new limit or threshold for the uplink and downlink volumes. To the contrary, as claimed in the present application, an initial data delivery limit is set for each service group based on the resources and information about the charging criteria. Independent Claim 1 recites:

> [The] remaining resources to the service groups are reallocated based on a pricing weight of each of the service groups, each pricing weight being defined for the respective service group as **a proportion of a sum of the proportional data delivery limits** to the **initial data delivery limit** of the service group, **to obtain a new proportional data delivery limit** for each service group individually[.]

The new proportional data delivery limits are obtained when remaining resources to the service groups are reallocated based on a pricing weight of each of the service groups. Each pricing weight being defined for a respective service group as a proportion of the sum of the proportional data delivery limits **to the initial data delivery limit of the service group**.

Applicant asserts that Tubinis does not teach a "pricing weight being defined for a respective service group as a proportion of a sum of the proportional data delivery limits" as recited in Claim 1. As such, Tubinis certainly does not teach wherein the pricing weight is defined for the respective service group as a proportion of a sum of the proportional data delivery limits to the initial data delivery unit of the service group. The

Examiner fails to distinctly point out where any of the cited prior art references disclose this element; therefore, independent Claim 1 is patentably distinct over the cited references, taken individually or in combination.

While Applicant has shown that Tubinis does not rectify the deficiencies of Ephraim and Francis admitted to in the Office Action, Applicant further asserts that Tubinis cannot be properly combined with Ephraim and Francis. There is no teaching or suggestion of multiple service groups in Tubinis, with different service groups having different charging criteria. Thus, the references lack the teaching, suggestion, or motivation to combine them as suggested by the Office Action.

Independent Claims 9, 14, 23, 28, 30, 32, 37, and 38 each disclose similar elements in various combinations and are similarly rejected by the Office Action summarily in the rejections addressed above with respect to claim 1. Therefore, as the rejections of Claim 1 have been overcome, independent Claims 9, 14, 23, 28, 30, 32, 37, and 38 are similarly in condition for allowance.

The Rejection of Independent Claims 6, 7, and 15

Claim 6 recites, *inter alia*, "a rating device configured to receive information of the prepaid resources and of charging criteria of service groups and to set initial data delivery limits for the service groups based on the received information; and a measuring device configured to allocate a proportional data delivery limit for each service group individually, wherein each proportional data delivery limit is defined as a proportion of the initial data delivery limit for the respective service group, to measure use of each of the service groups and to **reallocate remaining free resources to the service groups based on a pricing weight of each of the service groups, each pricing weight being defined for the respective service group as a proportion of a sum of the proportional data delivery limits to the initial data delivery limit of the service group, to obtain a new proportional data delivery limit for each service group individually for delivery of data when a one of the service groups exceeds its proportional data delivery limit.**" Emphasis added.

The Office Action admits that Ephraim does not distinctly disclose these elements and cites Tubinis to cure the deficiency. As noted above with regard to independent Claim 1, PDP context is per session per user, as supported by the defined Uplink and Downlink measurement of paragraph [0194] of Tubinis. The limits or thresholds are not related to a service group or pricing weights, but to the amount of data consumed and paid for a service by a user. The number of uplink packets and downlink packets are related by a fixed ratio and do not relate to a "pricing weight." Tubinis recites in paragraph [0194] that "the count metering downlink/uplink ratio specifies the ratio of downlink packets of the PDP context session to the uplink packets of the PDP context session." There is nothing within Tubinis to suggest that the uplink packets and downlink packets have individual pricing weights. Conversely, Tubinis suggests that Uplink packets and Downlink packets have equal weight in paragraph [0194] reciting that the "information units" may be allocated and re-allocated to either the downlink count threshold or the uplink count threshold. In addition, Tubinis does not specify multiple service groups occurring that would each have a respective pricing weight.

Again, as argued with respect to Claim 1, the main purpose of Tubinis is the ability to "top-up" or replenish an account during a PDP context session which renders the "initial data delivery limit" of Tubinis irrelevant to the "new proportional data delivery limit" when an account of a user of the invention of Tubinis "tops-up" their account with an entirely new limit or threshold for the uplink and downlink volumes. To the contrary, as claimed in the present application, an initial data delivery limit is set for each service group based on the resources and information about the charging criteria. The new proportional data delivery limits are obtained when remaining resources to the service groups are **reallocated based on a pricing weight of each of the service groups**, each pricing weight being defined for a respective service group as a proportion of the sum of the proportional data delivery limits **to the initial data delivery limit of the service group**. Further, Applicant maintains that Tubinis does not teach a "pricing weight being defined for a respective service group as a proportion of a sum of the proportional data delivery limits" as argued with respect to Claim 1. Therefore, independent Claim 6 is patentably distinct over the cited references, taken individually or in combination.

Independent Claims 7 and 15 each disclose similar elements in various combinations and are similarly rejected by the Office Action summarily in the rejections addressed above with respect to claim 6. Therefore, as the rejections of Claim 6 have been overcome, independent Claims 7 and 15 are similarly in condition for allowance.

The Rejection of the Dependent Claims is Overcome

Because each of the dependent claims includes each of the recitations of a respective independent base claim, Applicants further submit that the dependent claims are patentably distinguishable from the cited references, taken alone or in combination, for at least those reasons discussed above. Accordingly, applicants respectfully submit that the rejections of the dependent claims are overcome and the dependent claims are in condition for allowance.

CONCLUSION

In view of the amended claims and remarks presented above, it is respectfully submitted that all of the present claims of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicants' undersigned agent to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

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